

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA**

**JAMES DANIEL TURNER**

**Plaintiff,**

**v.**

**SHENZHEN TEJIALI TECHNOLOGY  
CO., LTD. AND AMAZON.COM  
SERVICES, LLC**

**Defendants.**

**Civil Action No.:** 2:25-cv-00248

**Judge** \_\_\_\_\_

**PLAINTIFF'S COMPLAINT**

**PARTIES**

1. The Plaintiff, James Daniel Turner ("Plaintiff"), resides at 1842 Middle Horse Creek Road, Julian, West Virginia 25529.

2. Defendant, Shenzhen Tejiali Technology Co., Ltd., is a Chinese entity with a principal place of business at 12f29-31, Fuji Land Building, 6018 Longgang Avenue, Shenzhen, Guangdong, China.

3. Defendant, Amazon.com Services, LLC, is a California limited liability company with a principal place of business located at 410 Terry Avenue North, Seattle, King County, Washington 98109.

**JURISDICTION AND VENUE**

4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §1332, since the Plaintiff and the Defendants are citizens of different states or countries; the amount in controversy exceeds seventy-five thousand dollars (\$75,000.00), excluding interest and costs; and there is complete diversity of citizenship between the Plaintiff and the Defendants.

5. This Court has personal jurisdiction over the Defendants because the Defendants purposely and intentionally conduct business in West Virginia and their contacts with West Virginia are connected to this litigation.

6. Venue is proper in the Southern District of West Virginia.

### **FACTUAL BACKGROUND**

7. On November 4, 2023, Plaintiff placed an order through the website Amazon.com for a pair of Tajarly Heated Insoles. The receipt Plaintiff received from Amazon.com identified the order as "Order Number: 111-3964987-0451442." A true and correct copy of Amazon.com's confirmation order is attached hereto as **Exhibit "A."**

8. Plaintiff received a package from Amazon at his home in Boone County, West Virginia, a few days after being shipped on November 10, 2023, containing a cardboard box labeled "Amazon." Inside the cardboard box was the pair of Tajarly Heated Insoles Plaintiff had ordered from Amazon.com.

9. On Friday, November 29, 2024 in Julian, Boone County, West Virginia, the Plaintiff placed the Tajarly Heated Insoles in his boots, put the boots on his feet, laced his boots up to the top rung, and tied the laces. At this point, the insoles' battery was on stand-by mode.

10. Later that day, Plaintiff returned home from hunting and was outside putting his equipment in his storage building.

11. While Plaintiff secured his hunting items in his storage building and closed the door, Plaintiff walked away from his storage building and started to feel a burning sensation on his right foot and white smoke started to come from his boot in which Plaintiff attempted to get the boot off of his foot.

12. This incident was captured on video security cameras that Plaintiff has on his property. A true and correct copy of the video, which is time stamped at 12:24:16 Friday on November 29, 2024, and attached hereto as **Exhibit “B.”**

13. Plaintiff took the following photographs of his foot, shoe, and the Tajarly Heated Insoles with his cell phone, which are attached hereto as **Exhibit “C.”**

14. Plaintiff was admitted to Cabell Huntington Hospital's Burn Intensive Care Unit and has undergone multiple surgical procedures, including extensive skin grafting, to address his burns. Plaintiff was in ICU/Burn Unit for approximately sixteen (16) days.

15. Plaintiff was unable to work after the incident for about three (3) months and his mobility has been severely impaired. A true and correct copy of Plaintiff's loss wage information is attached hereto as **Exhibit “D.”** He also has significant, permanent scarring and disfigurement. To date, he has incurred medical bills in the amount of \$151,911.96. A true and correct copy of Plaintiff's medical and billing records is attached hereto as **Exhibit “E.”**

16. Plaintiff is currently in physical therapy at SWVPT in Danville, West Virginia. A true and correct copy of Plaintiff's medical and billing records is attached hereto as **Exhibit “F.”**

17. Several other Amazon customers have either reported safety concerns or been injured by lithium-ion battery-operated heated insoles they purchased from Amazon, so Amazon has been on notice before this lawsuit of the danger posed by the defective nature of lithium-ion battery-operated heated insoles that Amazon markets, sells and places into the stream of commerce.

**COUNT I**  
**(Strict Liability - Shenzhen Tejjali Technology Co., Ltd.)**

18. The Plaintiff incorporates by reference each of the foregoing paragraphs.

19. At all times relevant, Defendant Shenzhen Tejjali Technology Co., Ltd., was engaged in the business of designing, manufacturing, and selling Tajarly Heated Insoles, including the ones that caused Plaintiff's injuries.

20. Defendant, Shenzhen Tejjali Technology Co., Ltd., designed, manufactured, and sold the Tajarly Heated Insoles that caused Plaintiff's injuries.

21. The Tajarly Heated Insoles were sold in a defective and unreasonably dangerous condition in that they unexpectedly caused thermal injuries to a user under normal, expected and foreseeable use.

22. As a direct and proximate result of the defective and unreasonably dangerous condition of the Tajarly Heated Insoles sold to Plaintiff, an insole unexpectedly caused thermal injury to Plaintiff's right foot when he was using the insole in a foreseeable manner on November 29, 2024.

23. As a further result, Plaintiff suffered and will continue to suffer extreme physical pain and emotional distress, he has been permanently impaired and disfigured, he has suffered and will continue to suffer a loss of enjoyment of life, he has incurred and will continue to incur extraordinary medical expenses and related costs, he has experienced lost earnings, and he has experienced a diminution in his future earning and vocational capacity.

24. Wherefore, the Plaintiff demands judgment against Defendant, Shenzhen Tejjali Technology Co., Ltd., in an amount sufficient to compensate him for the foregoing

injuries and losses, together with attorney fees, pre judgment and post judgment interest and legal costs.

**COUNT II**  
**(Breach of Implied Warranty of Merchantability -**  
**Shenzhen Tejiali Technology Co., Ltd.)**

25. The Plaintiff incorporates by reference each of the foregoing paragraphs.

26. Defendant, Shenzhen Tejiali Technology Co., Ltd., breached its implied warranty of merchantability by selling the Tajarly Heated Insoles which were unfit for their ordinary purposes in that they unexpectedly caused thermal injuries to a user under normal and expected use and they otherwise failed to comply with the applicable standards for safe design, instruction, and warning intended to prevent harm to those using the insoles in a foreseeable manner.

27. As a direct and proximate result of the unfit condition of the Tajarly Heated Insoles, an insole unexpectedly caused thermal injury to Plaintiff's right foot when he was using the insole in a foreseeable manner on November 29, 2024.

28. As a further result, Plaintiff suffered and will continue to suffer extreme physical pain and emotional distress, he has been permanently impaired and disfigured, he has suffered and will continue to suffer a loss of enjoyment of life, he has incurred and will continue to incur extraordinary medical expenses and related costs, he has experienced lost earnings, and he has experienced a diminution in his future earning and vocational capacity.

29. Wherefore, the Plaintiff demands judgment against Defendant, Shenzhen Tejiali Technology Co., Ltd., in an amount sufficient to compensate him for the foregoing

injuries and losses, together with attorney fees, pre judgment and post judgment interest and legal costs.

**COUNT III**  
**(Breach of Implied Warranty of Fitness for Particular Purpose - Shenzhen Tejjali Technology Co., Ltd.)**

30. The Plaintiff incorporates by reference each of the foregoing paragraphs.

31. Defendant, Shenzhen Tejjali Technology Co., Ltd., breached its implied warranty of fitness for a particular purpose by selling the Tajarly Heated Insoles, which were unfit for the purposes for which they were required in that they unexpectedly caused thermal injuries to a user under normal and expected use and they otherwise failed to comply with the applicable standards for safe design, instruction, and warning intended to prevent harm to those using the insoles in a foreseeable manner.

32. As a direct and proximate result of the unfit condition of the Tajarly Heated Insoles, an insole unexpectedly caused thermal injury to Plaintiff's right foot when he was using the insole in a foreseeable manner on November 29, 2024.

33. As a further result, Plaintiff suffered and will continue to suffer extreme physical pain and emotional distress, he has been permanently impaired and disfigured, he has suffered and will continue to suffer a loss of enjoyment of life, he has incurred and will continue to incur extraordinary medical expenses and related costs, he has experienced lost earnings, and he has experienced a diminution in his future earning capacity.

34. Wherefore, the Plaintiff demands judgment against Defendant, Shenzhen Tejjali Technology Co., Ltd., in an amount sufficient to compensate him for the foregoing

injuries and losses, together with attorney fees, pre-judgment and post-judgment interest and legal costs.

**COUNT IV**  
**(Negligence - Shenzhen Tejiali Technology Co., Ltd.)**

35. The Plaintiff incorporates by reference each of the foregoing paragraphs.

36. Defendant, Shenzhen Tejiali Technology Co., Ltd., had a duty to use reasonable care in designing and manufacturing the Tajarly Heated Insoles to avoid distributing and selling them in an unreasonably dangerous condition.

37. Shenzhen Tejiali Technology Co., Ltd. breached this duty by selling the Tajarly Heated Insoles when it knew or should have known that they were in a defective and unreasonably dangerous condition in that they unexpectedly caused thermal injuries to a user under normal and expected use and they otherwise failed to comply with the applicable standards for safe design, instruction, and warning intended to prevent harm to those using the insoles in a foreseeable manner.

38. As a direct and proximate result of the Defendant's breach, an insole unexpectedly caused thermal injury to Plaintiff's right foot when he was using the insole in a foreseeable manner on November 29, 2024.

39. As a further result, Plaintiff suffered and will continue to suffer extreme physical pain and emotional distress, he has been permanently impaired and disfigured, he has suffered and will continue to suffer a loss of enjoyment of life, he has incurred and will continue to incur extraordinary medical expenses and related costs, he has experienced lost earnings, and he has experienced a diminution in his future earning and vocational capacity.

40. Wherefore, the Plaintiff demands judgment against Defendant, Shenzhen TejjaliTechnology Co., Ltd., in an amount sufficient to compensate him for the foregoing injuries and losses, together with attorney fees, pre-judgment and post-judgment interest and legal costs.

**COUNT V**  
**(Willful or Wanton Misconduct - Enhanced Damages –**  
**Shenzhen Tejjali Technology Co., Ltd.)**

41. The Plaintiff incorporates by reference each of the foregoing paragraphs.

42. Defendant, Shenzhen Tejjali Technology Co., Ltd. had a duty to use reasonable care in designing and manufacturing the Tajarly Heated Insoles to avoid distributing and selling them in an unreasonably dangerous condition.

43. Defendant, Shenzhen Tejjali Technology Co., Ltd., breached this duty, and engaged in wanton or reckless misconduct, by selling the Tajarly Heated Insoles when it knew that they unexpectedly caused thermal injuries to users under normal and expected use and that they otherwise failed to comply with the applicable standards for safe design, instruction, and warning intended to prevent harm to those using the insoles in a foreseeable manner.

44. As a direct and proximate result of the Defendant's wanton or reckless misconduct, an insole unexpectedly caused thermal injury to Plaintiff's right foot when he was using the insole in a foreseeable manner on November 29, 2024.

45. As a further result, Plaintiff suffered and will continue to suffer extreme physical pain and emotional distress, he has been permanently impaired and disfigured, he has suffered and will continue to suffer a loss of enjoyment of life, he has incurred and will continue to incur extraordinary medical expenses and related costs, he has



experienced lost earnings, and he has experienced a diminution in his future earning and vocational capacity.

46. Wherefore, the Plaintiff demands judgment against Defendant, Shenzhen Tejjali Technology Co., Ltd., in an amount sufficient to compensate him for the foregoing injuries and losses, together with attorney fees, pre-judgment and post-judgment interest and legal costs.

**COUNT VI**  
**(Violation of W.V. Code 46A-6-104 - Shenzhen Tejjali Technology Co., Ltd.)**

47. The Plaintiff incorporates by reference each of the foregoing paragraphs.

48. West Virginia Consumer Credit and Protection Act, W.V. Code Chapter 46A-6-104, precludes unfair or deceptive acts or practices in the conduct of any trade or commerce within the State.

49. Pursuant to W.V. Code 46A-6-106, any person injured by another's unlawful practice under W.V. Code 46A-6-104 may recover actual damages.

50. Defendant, Shenzhen Tejjali Technology Co., Ltd., committed acts or practices in violation of W.V. Code 46A-6-104: (a) marketing for sale, selling, and distributing a product intended for personal use that is not safe for personal use because it unexpectedly caused thermal injuries to a user under normal and expected use; and (b) failing to warn foreseeable users that the Tajarly Heated Insoles were not safe for their intended use.

51. As a direct and proximate result of the Defendant's unfair and deceptive practices, an insole unexpectedly caused thermal injury to Plaintiff's right foot when he was using the insole in a foreseeable manner on November 29, 2024.

52. As a further result, Plaintiff suffered and will continue to suffer extreme physical pain and emotional distress, he has been permanently impaired and disfigured, he has suffered and will continue to suffer a loss of enjoyment of life, he has incurred and will continue to incur extraordinary medical expenses and related costs, he has experienced lost earnings, and he has experienced a diminution in his future earning capacity.

53. Wherefore, the Plaintiff demands judgment against Defendant, Shenzhen Tejjali Technology Co., Ltd., in an amount sufficient to compensate him for the foregoing injuries and losses, together attorney fees, pre-judgment and post-judgment interest and legal costs.

**COUNT VII**  
**(Strict Liability - Amazon.com Services, LLC)**

54. The Plaintiff incorporates by reference each of the foregoing paragraphs.

55. At all times relevant, Defendant, Amazon.com Services, LLC, was engaged in the business of selling and distributing Tajarly Heated Insoles, including the ones that caused Plaintiff's injuries.

56. Defendant, Amazon.com Services, LLC, sold and distributed the Tajarly Heated Insoles that caused Plaintiff's injuries.

57. The Tajarly Heated Insoles were sold in a defective and unreasonably dangerous condition in that they unexpectedly caused thermal injuries to a user under normal and expected use.

58. As a direct and proximate result of the defective and unreasonably dangerous condition of the Tajarly Heated Insoles sold to Plaintiff, an insole unexpectedly

caused thermal injury to Plaintiff's right foot when he was using the insole in a foreseeable manner on November 29, 2024.

59. As a further result, Plaintiff suffered and will continue to suffer extreme physical pain and emotional distress, he has been permanently impaired and disfigured, he has suffered and will continue to suffer a loss of enjoyment of life, he has incurred and will continue to incur extraordinary medical expenses and related costs, he has experienced lost earnings, and he has experienced a diminution in his future earning and vocational capacity.

60. Wherefore, the Plaintiff demands judgment against Defendant, Amazon.com Services, LLC, in an amount sufficient to compensate him for the foregoing injuries and losses, together with attorney fees, pre-judgment and post-judgment interest and legal costs.

**COUNT VIII**  
**(Breach of Implied Warranty of Merchantability -**  
**Amazon.com Services, LLC)**

61. The Plaintiff incorporates by reference each of the foregoing paragraphs.

62. Defendant, Amazon.com Services, LLC, breached its implied warranty of merchantability by selling the Tajarly Heated Insoles which were unfit for their ordinary purposes in that they unexpectedly caused thermal injuries to a user under normal and expected use and they otherwise failed to comply with the applicable standards for safe design, instruction, and warning intended to prevent harm to those using the insoles in a foreseeable manner.

63. As a direct and proximate result of the unfit condition of the Tajarly Heated Insoles, an insole unexpectedly caused thermal injury to Plaintiff's right foot when he was using the insole in a foreseeable manner on November 29, 2024.

64. As a further result, Plaintiff suffered and will continue to suffer extreme physical pain and emotional distress, he has been permanently impaired and disfigured, he has suffered and will continue to suffer a loss of enjoyment of life, he has incurred and will continue to incur extraordinary medical expenses and related costs, he has experienced lost earnings, and he has experienced a diminution in his future earning and vocational capacity.

65. Wherefore, the Plaintiff demands judgment against Defendant, Amazon.com Services, LLC, in an amount sufficient to compensate him for the foregoing injuries and losses, together with attorney fees, pre-judgment and post-judgment interest and legal costs.

**COUNT IX**  
**(Breach of Implied Warranty of Fitness for Particular Purpose –**  
**Amazon.com Services, LLC)**

66. The Plaintiff incorporates by reference each of the foregoing paragraphs.

67. Defendant, Amazon.com Services, LLC, breached its implied warranty of fitness for a particular purpose by distributing or selling the Tajarly Heated Insoles to Plaintiff, which were unfit for the purposes for which they were required in that they unexpectedly caused thermal injuries to a user under normal and expected use and they otherwise failed to comply with the applicable standards for safe design, instruction, and warning intended to prevent harm to those using the insoles in a foreseeable manner.

68. As a direct and proximate result of the unfit condition of the Tajarly Heated Insoles, an insole unexpectedly caused thermal injury to Plaintiff's right foot when he was using the insole in a foreseeable manner on November 29, 2024.

69. As a further result, Plaintiff suffered and will continue to suffer extreme physical pain and emotional distress, he has been permanently impaired and disfigured, he has suffered and will continue to suffer a loss of enjoyment of life, he has incurred and will continue to incur extraordinary medical expenses and related costs, he has experienced lost earnings, and he has experienced a diminution in his future earning and vocational capacity.

70. Wherefore, the Plaintiff demands judgment against Defendant, Amazon.com Services, LLC, in an amount sufficient to compensate him for the foregoing injuries and losses, together with attorney fees, pre-judgment and post-judgment interest and legal costs.

**COUNT X**  
**(Negligence - Amazon.com Services, LLC)**

71. The Plaintiff incorporates by reference each of the foregoing paragraphs.

72. Defendant, Amazon.com Services, LLC, had a duty to use reasonable care to avoid distributing and selling the Tajarly Heated Insoles in an unreasonably dangerous condition.

73. Defendant, Amazon.com Services, LLC, breached this duty by distributing or selling the Tajarly Heated Insoles to Plaintiff when it knew or should have known that they were in a defective and unreasonably dangerous condition in that they unexpectedly caused thermal injuries to a user under normal and expected use and they otherwise

failed to comply with the applicable standards for safe design, instruction, and warning intended to prevent harm to those using the insoles in a foreseeable manner.

74. As a direct and proximate result of the Defendant's breach, an insole unexpectedly caused thermal injury to Plaintiff's right foot when he was using the insole in a foreseeable manner on November 29, 2024.

75. As a further result, Plaintiff suffered and will continue to suffer extreme physical pain and emotional distress, he has been permanently impaired and disfigured, he has suffered and will continue to suffer a loss of enjoyment of life, he has incurred and will continue to incur extraordinary medical expenses and related costs, he has experienced lost earnings, and he has experienced a diminution in his future earning and vocational capacity.

76. Wherefore, the Plaintiff demands judgment against Defendant, Amazon.com Services, LLC, in an amount sufficient to compensate him for the foregoing injuries and losses, together with attorney fees, pre-judgment and post-judgment interest and legal costs.

#### **ADDITIONAL PRAYER FOR RELIEF**

77. To the extent that the misconduct of Defendant, Amazon.com Services, LLC, rises to the level of wanton or reckless, the Plaintiff seeks an award of enhanced compensatory damages and attorneys' fees.

#### **JURY TRIAL DEMAND**

78. The Plaintiff hereby demands a jury trial on all of the foregoing counts.

/s/Christopher J. Heavens  
Of Counsel for Plaintiff

Christopher J. Heavens (WV Bar No. 5776)  
Heavens Law Firm, PLLC  
2438 Kanawha Boulevard East  
Charleston, West Virginia 25311  
Phone: (304) 346-0464  
Fax: (304) 345-5775  
E-mail: chris@heavenslawfirm.com

and

Greg K. Smith, Esq. (WV Bar No.: 7229)  
Barry Marcum, Esq. (WV Bar No.: 13805)  
Law Office of Greg K. Smith, PLLC  
132 East Second Avenue  
Post Office Box 1037  
Williamson, West Virginia 25661  
Phone: (304) 235-0405  
Fax: (304) 235-0406  
E-mail: gks0405@frontier.com

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